

**NEGOTIATED AGREEMENT**

**between the**

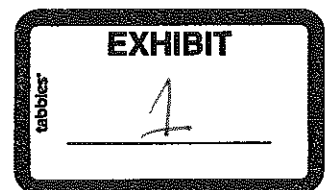
**LIBERTY CENTER BOARD OF EDUCATION**

**and**

**LOCAL 414 of the**

**OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES**

**(OAPSE)**



Effective July 1, 2010  
through June 30, 2013

An employee and/or the President of OAPSE Local #414 may also request to be placed on the agenda by submitting a written request to the Superintendent seven (7) days in advance of the meeting. Such request must indicate the item(s) to be discussed. The Superintendent will notify the employee and/or the OAPSE Local #414 President if such request has been approved.

E. School Calendar

The president of OAPSE Local #414 may be consulted when the school calendar is being considered and prepared for the ensuing school year, and may make recommendations to the superintendent.

## ARTICLE 6 - GRIEVANCE PROCEDURE

A. Definitions:

"Grievance" - a claim by a bargaining unit employee, a group of bargaining unit employees, or OAPSE Local #414, that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.

The local union may file a class-action grievance when an alleged violation affects the entire bargaining unit or an entire classification. Individual grievances must be filed by the affected employee or employees.

"Days" - In this Grievance Procedure, the term "days" shall mean work days.

B. Purpose:

The purpose of this procedure is to secure at the lowest administrative level (employee's immediate supervisor) equitable solutions to grievances which may arise.

Nothing contained within this Grievance Procedure shall be construed as limiting the right of any non-certificated staff member(s) having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention from the Union provided the adjustment is not inconsistent with the terms of this Grievance Procedure or the negotiated contract.

The grievant shall have the right to Union representation at all steps.

Within the time limit in that step, any grievance not advanced to the next step by the grievant or the Union representative shall be deemed resolved by the administration's last answer.

Any grievance not answered by the administration within the time limit in that step shall be deemed resolved by the relief requested by the grievant or the local Union representative.

Time limits may be extended by the administration and the local Union officials only through mutual agreement and only in writing.

No reprisal of any kind shall be taken by or against any participant in the Grievance Procedure by reason of such participation by either party.

The grievance may be withdrawn at any step of the procedure without prejudice.

C. Grievance Forms:

1. Any grievance must be filed on the authorized grievance form agreed to between the parties to this Agreement.
2. The form shall provide for listing the specific article of the Agreement alleged to have been violated, shall state the specific facts of the alleged violation and shall indicate the relief requested. Failure to cite the specific article of the Agreement allegedly violated shall render the grievance null and void.
3. The agreed to grievance form shall be made available to any employee requesting such either through his/her supervisor or the OAPSE Local Chapter #414 representative.

D. Procedure:

Informal

Any employee who has a grievance shall discuss it with his/her immediate supervisor in an attempt to resolve the matter. Should the matter not be resolved, the grievant, with or without union representation, will need to complete and present the Informal Grievance Form to the immediate supervisor. However, should such informal processes fail to satisfy the grievant, then a grievance may be processed as follows:

Formal

STEP ONE - Within ten (10) days of the act or condition giving rise to the grievance, the grievant shall present the grievance on the Grievance Form to the superintendent and his supervisor who will arrange for a meeting to take place within five (5) days after its receipt. A written disposition is to be given to the grievant within five (5) days after the meeting.

STEP TWO - If the action taken at Step One does not resolve the grievance to the satisfaction of the grievant, the case will be reviewed by the OAPSE Local #414 Grievance Committee and grievant.

If the need for further action is determined by the grievant or the OAPSE Local #414 Grievance Committee, it shall be the responsibility of the representative of OAPSE Local #414 or the grievant to submit the proper forms to the Superintendent of Schools within ten (10) days of the receipt of the supervisor's written disposition. The Superintendent shall arrange a meeting with the grievant within five (5) days after the receipt of the grievance form. If the Superintendent is out of town when the grievance form is received, the meeting shall take place as soon as possible but not later than three (3) days after the return of the Superintendent. He/she shall send notices of the meeting to the OAPSE Local #414 President and the grievant.

The Superintendent may arrange for other individuals to be present at the meeting. Upon conclusion of the meeting, the Superintendent has five (5) days to present his/her written disposition to the grievant and a copy to the OAPSE Local #414 President.

STEP THREE - If the Union is not satisfied with the disposition of the grievance by the Superintendent, the grievance shall be referred to mediation (FMCS). The grievant shall submit the step 3 grievance form to the Superintendent of Schools within ten (10) days of the receipt of the Superintendent's written disposition at step two.

If unresolved at mediation the grievance may be referred to binding arbitration.

Both sides may choose to bypass mediation and move the grievance process to step four. This must be mutually acceptable to both parties (Board and OAPSE Local 414) or step three must be followed before proceeding to step four.

STEP FOUR - If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant, the grievance may be appealed to an impartial third party within five (5) days of the receipt of the Board's written disposition. The notice of the appeal shall be sent to the Superintendent. An impartial third party from any source may be utilized, if mutually agreed upon by both parties. Within five (5) days after the receipt of the request for a hearing before an impartial third party, the grievant and/or his representative and a representative of the Board shall meet to select the impartial third party. If the grievant and/or his representative and the representative of the Board are unable to reach an agreement on the selection of an impartial third party within twenty (20) days of the initial meeting (under Step Three), the representatives shall select an impartial third party from a list provided by the Federal Mediation and Conciliation Service whose rules will govern the selection of the impartial third party. Such arbitrator shall have no power to alter, add to, or subtract from the provisions of this agreement, and his/her decision shall be binding upon the

parties. All parties to the grievance may be represented at any hearing conducted by the arbitrator. The fees and expenses of the arbitrator shall be paid by the losing party.

In any arbitration proceeding where a question concerning the arbitrator's jurisdiction over the grievance is raised, the arbitrator shall make a separate decision on the question of his/her jurisdiction. In his/her decision, the arbitrator shall first rule upon the jurisdictional issues and, if he/she determines that he/she has no jurisdiction, he/she shall make no decision or recommendation concerning the merits of the grievance. Nothing contained herein shall prohibit the arbitrator from taking all evidence of the jurisdictional issues and the merits of the grievance in a single hearing.